

SERFF Tracking Number: MALF-126750996 State: Arkansas  
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 46866  
 Company Tracking Number: SP.VENWB.11, ET AL  
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
 Variable and Variable  
 Product Name: VENTURE W Variable Annuity (January 2011)  
 Project Name/Number: SP.VENWB.11/SP.VENWB.11

## Filing at a Glance

Company: John Hancock Life Insurance Company (U.S.A.)  
 Product Name: VENTURE W Variable Annuity SERFF Tr Num: MALF-126750996 State: Arkansas  
 (January 2011)  
 TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 46866  
 Variable and Variable Closed  
 Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: SP.VENWB.11, ET AL State Status: Approved-Closed  
 Filing Type: Form Reviewer(s): Linda Bird  
 Authors: Nancy Leto, Michelle Disposition Date: 09/27/2010  
 Moore, Kathy Dowdell, Deborah  
 Wilkinson  
 Date Submitted: 09/22/2010 Disposition Status: Approved-Closed  
 Implementation Date Requested: On Approval Implementation Date:  
 State Filing Description:

## General Information

Project Name: SP.VENWB.11	Status of Filing in Domicile: Authorized
Project Number: SP.VENWB.11	Date Approved in Domicile: 09/09/2010
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Group Market Size:
Overall Rate Impact:	Group Market Type:
Filing Status Changed: 09/27/2010	Explanation for Other Group Market Type:
	State Status Changed: 09/27/2010
Deemer Date:	Created By: Michelle Moore
Submitted By: Nancy Leto	Corresponding Filing Tracking Number:
Filing Description:	
Re: John Hancock Life Insurance Company (U.S.A.)	
NAIC Number: 904-65838 FEIN Number: 01-0233346	
Individual Flexible Premium Combination Fixed and Variable Annuity	
Individual Flexible Premium Variable Annuity	

SERFF Tracking Number: MALF-126750996 State: Arkansas  
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 46866  
Company Tracking Number: SP.VENWB.11, ET AL  
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable  
Product Name: VENTURE W Variable Annuity (January 2011)  
Project Name/Number: SP.VENWB.11/SP.VENWB.11

#### FORMS FILED FOR APPROVAL

Specification Pages Form SP.VENWB.11

Specification Pages Form SP.VENWL.11

Enhanced Death Benefit Rider Form BR010.11

Application Form APPVENW.11

The above-referenced Forms are hereby submitted for your review and approval. The forms are new and do not replace any others currently on file with your department. This submission contains no unusual or possibly controversial items from the standpoint of normal company or industry standards.

The forms are filed in accordance with the applicable statutes and regulations of your state and are in final print, subject only to minor variations in color, paper stock, duplexing, fonts, and positioning. The forms will be marketed through representatives of broker-dealers who have selling agreements with John Hancock Life Insurance Company (U.S.A.) and John Hancock Distributors, LLC. Registered representatives are appointed by John Hancock (U.S.A). Forms are normally marketed on an individual basis. The issue age is 0 to 85. The forms will be effective on 12/1/2010 or upon state approval, if later.

Forms SP.VENWB.11 and SP.VENWL.11 are alternative Specifications Page forms. The Specification Page Forms are substantially similar except that form SP.VENWB.11 offers a 7-year decreasing Withdrawal Charge schedule. Form SP.VENWL.11 offers a shorter Withdrawal Charge schedule and a higher Asset Fee structure. Form SP.VENWL.11 is designed as an alternative for individuals who determine that an annuity contract with a high degree of liquidity in the early contract years is appropriate for their financial planning objectives.

Form BR010.11 provides an Annual Step Death Benefit that is equal to the greatest of the Anniversary Value after the Rider Date prior to the earlier of the Maximum Step Age or the Owner's death. The Anniversary Value is equal to the Contract Value on a Contract Anniversary, increased by all Payments, less any amount deducted in connection with partial withdrawals since that Contract Anniversary. The fee for the benefit is based upon a percentage of the Contract Value.

Specification Page forms SP.VENWB.11, SP.VENWL.11, and rider form BR010.11 may be attached, at the contract owner's option, to the previously-approved contracts listed below or to contracts subsequently approved in your state. Please note, the VENTURE.100 contract was originally approved under our prior company name and most recently, under John Hancock Life Insurance Company (U.S.A) with our name change submission, effective January 01, 2005.

#### FORM NUMBER ORIGINAL APPROVAL DATE

VENTURE.100 09/18/00

VENTURE-VA.AW.07

SERFF Tracking Number: MALF-126750996 State: Arkansas

Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 46866

Company Tracking Number: SP.VENWB.11, ET AL

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable

Product Name: VENTURE W Variable Annuity (January 2011)

Project Name/Number: SP.VENWB.11/SP.VENWB.11

VENTURE-VA.B.07 8/17/07

Also submitted for approval is application form APPVENW.11 which will be used to apply for the VENTURE.100 contract, and the Specifications Page forms SP.VENWB.11 and SP.VENWL.11.

Statements of Variability are enclosed for all submitted forms to provide details about the variable bracketing contained in each form. The items that have been bracketed signify possible variations. Certain items on the specification pages may vary by Contract Owner or by Class of Owner. A class will be defined as a group of owners with substantial commonality. Classes will be defined at issue of the contract on a nondiscriminatory basis. Any future individual owner choices or modifications would be limited to the ranges specified in the statement of variability. Any modifications would be made on a prospective basis only and in a manner that is not unfairly discriminatory, subject to the laws of your state.

Please note the base contract with which these forms will be used is a security subject to Federal regulation and must comply with the requirements of the Securities and Exchange Commission. Therefore, the forms are exempt from readability requirements as forms subject to the Federal Jurisdiction of the Securities and Exchange Commission.

Also enclosed are the actuarial information as well as state certifications and/or filing fees as required.

## Company and Contact

### Filing Contact Information

Nancy Leto, nburns@jhancock.com  
601 Congress St. 617-663-3720 [Phone]  
Boston, MA 02210-2805 617-663-3150 [FAX]

### Filing Company Information

John Hancock Life Insurance Company (U.S.A.)	CoCode: 65838	State of Domicile: Michigan
601 Congress St.	Group Code:	Company Type: Life
Boston, MA 02210-2805	Group Name:	State ID Number:
(617) 663-3000 ext. [Phone]	FEIN Number: 01-0233346	

-----

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$200.00
Retaliatory?	No

SERFF Tracking Number: MALF-126750996 State: Arkansas  
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 46866  
Company Tracking Number: SP.VENWB.11, ET AL  
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable  
Product Name: VENTURE W Variable Annuity (January 2011)  
Project Name/Number: SP.VENWB.11/SP.VENWB.11  
Fee Explanation: \$50 X 4 forms  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$200.00	09/22/2010	39760209

SERFF Tracking Number: MALF-126750996 State: Arkansas  
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 46866  
Company Tracking Number: SP.VENWB.11, ET AL  
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable  
Product Name: VENTURE W Variable Annuity (January 2011)  
Project Name/Number: SP.VENWB.11/SP.VENWB.11

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/27/2010	09/27/2010

SERFF Tracking Number:	MALF-126750996	State:	Arkansas
Filing Company:	John Hancock Life Insurance Company (U.S.A.)	State Tracking Number:	46866
Company Tracking Number:	SP.VENWB.11, ET AL		
TOI:	A02.11 Individual Annuities- Deferred Non-Variable and Variable	Sub-TOI:	A02.11.002 Flexible Premium
Product Name:	VENTURE W Variable Annuity (January 2011)		
Project Name/Number:	SP.VENWB.11/SP.VENWB.11		

## Disposition

Disposition Date: 09/27/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MALF-126750996 State: Arkansas

Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 46866

Company Tracking Number: SP.VENWB.11, ET AL

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable

Product Name: VENTURE W Variable Annuity (January 2011)

Project Name/Number: SP.VENWB.11/SP.VENWB.11

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statements of Variability (Specs, App, Rider)		Yes
Supporting Document	Certifications		Yes
Form	Specification Page		Yes
Form	Specification Page		Yes
Form	Application		Yes
Form	Enhanced Death Benefit Rider		Yes

SERFF Tracking Number: MALF-126750996 State: Arkansas

Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 46866

Company Tracking Number: SP.VENWB.11, ET AL

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable

Product Name: VENTURE W Variable Annuity (January 2011)

Project Name/Number: SP.VENWB.11/SP.VENWB.11

## Form Schedule

Lead Form Number: SP.VENWB.11, et al

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	SP.VENWB.11	Schedule Pages	Specification Page	Initial		0.000	01 - SPVENWB11.pdf
	SP.VENWL.11	Schedule Pages	Specification Page	Initial		0.000	01 - SPVENWL11.pdf
	APPVENW11	Application/ Enrollment Form	Application	Initial		0.000	APPVENW11 (John Doe).pdf
	BR010.11	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Enhanced Death Benefit Rider	Initial		0.000	BR01011.pdf



## SPECIFICATIONS PAGE

<b>TYPE OF CONTRACT:</b>	[QUALIFIED]	<b>MATURITY DATE:</b>	[06/08/2056]
<b>CONTRACT DATE:</b>	[01/01/2011]	<b>CONTRACT NUMBER:</b>	[000000005]
<b>INITIAL PAYMENT:</b>	[\$2,000.00]	<b>GOVERNING LAW:</b>	[YS]
<b>OWNER:</b>	[JOHN X. DOE]	<b>CO-OWNER:</b>	[ ]
<b>ANNUITANT:</b>	[JOHN X. DOE]	<b>OWNER'S AGE:</b>	[45]
<b>CO-ANNUITANT:</b>	[ ]	<b>ANNUITY OPTION:</b>	[Life 10-Year Certain]

**PLAN** [VENTURE W B MARKETING NAME]

**MINIMUM GUARANTEED INTEREST RATE ON FIXED ACCOUNTS** [3.0%] per year

**ASSET FEE** [1.20% years 1-4]  
[1.15% years 5-7]  
[1.10% years 8 +]

**ANNUAL FEE** [\$30.00<sup>1</sup>]

<sup>1</sup> Prior to the Maturity Date, when the Annual Fee is to be assessed, if the sum of all your Investment Accounts exceeds \$[100,000], the Annual Administration Fee will be waived.]

**MINIMUM DEATH BENEFIT** [The sum of all Payments made, less any amount deducted in connection with partial withdrawals.

For purposes of calculating the Minimum Death Benefit, the amount deducted in connection with partial withdrawals will be equal to (i) times (ii), where (i) is equal to the Minimum Death Benefit prior to the withdrawal, and (ii) is equal to the partial withdrawal amount divided by the Contract Value prior to the partial withdrawal.]

**PAYMENT LIMITS** The initial Payment is shown above. Additional Payments may be made at any time, subject to the following limits:

- (a) Each additional Payment must be at least [\$30]; and
- (b) If a Payment would cause the Contract Value to exceed [\$1,000,000], or the Contract Value already exceeds [\$1,000,000], no additional Payments will be accepted without our prior approval.

**TRANSFER CHARGES AND  
LIMITATIONS - BEFORE MATURITY  
DATE**

We reserve the right, upon notice, to impose a transaction charge for transfers. In the event a charge is imposed, it will not exceed [the lesser of \$25.00 or 2%] of the amount of each transfer.

We reserve the right, upon notice, to limit the amount of the transfer and the maximum number of transfers that can be made.

You must transfer at least [\$300] or, if less, the entire amount in the Investment Account each time you make a transfer. If, after the transfer, the amount remaining in the Investment Account from which the transfer is made is less than [\$100], then we will transfer the entire amount instead of the requested amount.

Should we limit the maximum number of transfers that can be made per Contract Year, that limit will be no less than [one per month or six] at any time within a Contract Year.

**TRANSFER CHARGES AND  
LIMITATIONS - ON OR AFTER  
MATURITY DATE**

We reserve the right, upon notice, to limit the maximum number of transfers you may make per Contract Year after variable annuity payments have begun.

If we limit the maximum number of transfers that can be made after variable annuity payments have begun, the maximum number of transfers per Contract Year shall be no less than [4.]

**LIMITATIONS ON AMOUNT OF  
PARTIAL WITHDRAWALS**

Any withdrawal from an Investment Account must be at least [\$300] or the entire balance of the Investment Account, if less. If after the withdrawal, the amount remaining in that Investment Account is less than [\$100], then we will consider the withdrawal request to be a request for withdrawal of the entire amount held in the Investment Account. If a partial withdrawal would reduce the Contract Value to less than [\$300], or if the amount requested is greater than or equal to the amount available as a total withdrawal, then we will treat the partial withdrawal request as a total withdrawal of the Contract Value.

**TABLE OF WITHDRAWAL  
CHARGES**

<u>Number of Complete Years Payment has been in Contract</u>	<u>Withdrawal Charge Percentage</u>
[0]	[6%]
[1]	[6]
[2]	[5]
[3]	[5]
[4]	[4]
[5]	[3]
[6]	[2]
[7+]	[0]

Withdrawal charges are applied to liquidated purchase payments. Purchase payments are liquidated when the amount of a withdrawal during a Contract Year exceeds the free withdrawal amount for that year. The amount of the payments liquidated equals the amount of the withdrawal in excess of the free withdrawal amount. A total withdrawal liquidates all unliquidated purchase payments.

**FREE WITHDRAWAL AMOUNT**

The Free Withdrawal Amount is defined as the greater of:

- (a) the excess of the Contract Value on the date of withdrawal over the unliquidated Payments, or
- (b) the excess of (i) over (ii), where:
  - (i) equals [10%] times the total Payments; and
  - (ii) equals 100% of all prior partial withdrawals, in that Contract Year.

INITIAL ALLOCATION OF NET PAYMENT: (SEE REVERSE FOR ALL AVAILABLE OPTIONS)

FIXED INVESTMENT OPTIONS:

INITIAL  
INTEREST RATE

INITIAL GUARANTEE  
PERIOD EXPIRES ]

VARIABLE INVESTMENT OPTIONS:

[Core Allocation]

[100.00%]

TOTAL

100.00%

## AVAILABLE INVESTMENT OPTIONS

### [FIXED INVESTMENT OPTIONS]

[6 Month DCA]

[12 Month DCA]

### VARIABLE INVESTMENT OPTIONS

[Core Allocation]

[Core Balanced]

[Core Disciplined Diversification]

[Core Fundamental Holdings]

[Core Global Diversification]

[Core Strategy]

[Lifestyle Balanced]

[Lifestyle Conservative]

[Lifestyle Growth]

[Lifestyle Moderate]

[Ultra Short Term Bond]

[Total Bond Market A]

[Money Market]

## SPECIFICATIONS PAGE (CONTINUED)

### **[ENHANCED DEATH BENEFIT RIDER MARKETING NAME]**

[RIDER DATE:]	[01/01/2011]
[RIDER FEE PERCENTAGE:]	[0.20%]
[TOTAL ASSET FEE PERCENTAGE (ASSET FEE + RIDER FEE)]	[1.40% years 1-4] [1.35% years 5-7] [1.30% years 8+]

### **[GUARANTEED MINIMUM WITHDRAWAL BENEFIT RIDER MARKETING NAME]**

[RIDER DATE]	[01/01/2011]
[RIDER FEE PERCENTAGE]	[0.90%]

## BENEFICIARY INFORMATION

[Jane Doe]

## **DISCLOSURES**

[THIS PLAN IS INTENDED TO QUALIFY UNDER THE INTERNAL REVENUE CODE FOR TAX-FAVORED STATUS. LANGUAGE CONTAINED IN THIS CONTRACT REFERRING TO FEDERAL TAX STATUS OR RULES IS INFORMATIONAL AND INSTRUCTIONAL AND THIS LANGUAGE IS NOT SUBJECT TO APPROVAL OR DISAPPROVAL BY THE STATE IN WHICH THE CONTRACT IS ISSUED FOR DELIVERY. PLEASE SEEK THE ADVICE OF YOUR OWN TAX ADVISOR REGARDING YOUR INDIVIDUAL TAX TREATMENT.]

## SPECIFICATIONS PAGE

TYPE OF CONTRACT:	[QUALIFIED]	MATURITY DATE:	[06/08/2056]
CONTRACT DATE:	[01/01/2011]	CONTRACT NUMBER:	[000000005]
INITIAL PAYMENT:	[\$2,000.00]	GOVERNING LAW:	[YS]
OWNER:	[JOHN X. DOE]	CO-OWNER:	[ ]
ANNUITANT:	[JOHN X. DOE]	OWNER'S AGE:	[45]
CO-ANNUITANT:	[ ]	ANNUITY OPTION:	[Life 10-Year Certain]

PLAN [VENTURE W L MARKETING NAME]

MINIMUM GUARANTEED INTEREST RATE ON FIXED ACCOUNTS [3.0%] per year

ASSET FEE [1.75% years 1-5]  
[1.25% years 6-7]  
[1.10% years 8+]

ANNUAL FEE [\$30.00<sup>1</sup>]

[<sup>1</sup> Prior to the Maturity Date, when the Annual Fee is to be assessed, if the sum of all your Investment Accounts exceeds \$[100,000], the Annual Administration Fee will be waived.]

### MINIMUM DEATH BENEFIT

[The sum of all Payments made, less any amount deducted in connection with partial withdrawals.

For purposes of calculating the Minimum Death Benefit, the amount deducted in connection with partial withdrawals will be equal to (i) times (ii), where (i) is equal to the Minimum Death Benefit prior to the withdrawal, and (ii) is equal to the partial withdrawal amount divided by the Contract Value prior to the partial withdrawal.]

### PAYMENT LIMITS

The initial Payment is shown above. Additional Payments may be made subject to the following limits:

- (a) Each additional Payment must be at least [\$30];
- (b) No additional Payment will be accepted without our prior approval on or after the [first] Contract Anniversary;
- (c) If a Payment would cause the Contract Value to exceed [\$1,000,000], or the Contract Value already exceeds [\$1,000,000], no additional Payments will be accepted without our prior approval.

**TRANSFER CHARGES AND  
LIMITATIONS - BEFORE MATURITY  
DATE**

We reserve the right, upon notice, to impose a transaction charge for transfers. In the event a charge is imposed, it will not exceed [the lesser of \$25.00 or 2%] of the amount of each transfer.

We reserve the right, upon notice, to limit the amount of the transfer and the maximum number of transfers that can be made.

You must transfer at least [\$300] or, if less, the entire amount in the Investment Account each time you make a transfer. If, after the transfer, the amount remaining in the Investment Account from which the transfer is made is less than [\$100], then we will transfer the entire amount instead of the requested amount.

Should we limit the maximum number of transfers that can be made per Contract Year, that limit will be no less than [one per month or six] at any time within a Contract Year.

**TRANSFER CHARGES AND  
LIMITATIONS - ON OR AFTER  
MATURITY DATE**

We reserve the right, upon notice, to limit the maximum number of transfers you may make per Contract Year after variable annuity payments have begun.

If we limit the maximum number of transfers that can be made after variable annuity payments have begun, the maximum number of transfers per Contract Year shall be no less than [4.]

**LIMITATIONS ON AMOUNT OF  
PARTIAL WITHDRAWALS**

Any withdrawal from an Investment Account must be at least [\$300] or the entire balance of the Investment Account, if less. If after the withdrawal, the amount remaining in that Investment Account is less than [\$100], then we will consider the withdrawal request to be a request for withdrawal of the entire amount held in the Investment Account. If a partial withdrawal would reduce the Contract Value to less than [\$300], or if the amount requested is greater than or equal to the amount available as a total withdrawal, then we will treat the partial withdrawal request as a total withdrawal of the Contract Value.

**TABLE OF WITHDRAWAL  
CHARGES**

<u>Number of Complete Years Payment has been in Contract</u>	<u>Withdrawal Charge Percentage</u>
[0]	[6%]
[1]	[5]
[2]	[4]
[3]	[3]
[4+]	[0]

Withdrawal charges are applied to liquidated purchase payments. Purchase payments are liquidated when the amount of a withdrawal during a Contract Year exceeds the free withdrawal amount for that year. The amount of the payments liquidated equals the amount of the withdrawal in excess of the free withdrawal amount. A total withdrawal liquidates all unliquidated purchase payments.

**FREE WITHDRAWAL AMOUNT**

The Free Withdrawal Amount is defined as the greater of:

- (a) the excess of the Contract Value on the date of withdrawal over the unliquidated Payments, or
- (b) the excess of (i) over (ii), where:
  - (i) equals [10%] times the total Payments; and
  - (ii) equals 100% of all prior partial withdrawals, in that Contract Year.

**INITIAL ALLOCATION OF NET PAYMENT:**    *(SEE REVERSE FOR ALL AVAILABLE OPTIONS)*

<b>[FIXED INVESTMENT OPTIONS:</b>	INITIAL INTEREST RATE	INITIAL GUARANTEE PERIOD EXPIRES ]
-----------------------------------	--------------------------	---------------------------------------

**VARIABLE INVESTMENT OPTIONS:**

[Core Allocation]	[100.00%]
-------------------	-----------

<b>TOTAL</b>	100.00%
--------------	---------



## AVAILABLE INVESTMENT OPTIONS

### [FIXED INVESTMENT OPTIONS]

[6 Month DCA]

[12 Month DCA]

### VARIABLE INVESTMENT OPTIONS

[Core Allocation]

[Core Balanced]

[Core Disciplined Diversification]

[Core Fundamental Holdings]

[Core Global Diversification]

[Core Strategy]

[Lifestyle Balanced]

[Lifestyle Conservative]

[Lifestyle Growth]

[Lifestyle Moderate]

[Ultra Short Term Bond]

[Total Bond Market A]

[Money Market]

## SPECIFICATIONS PAGE (CONTINUED)

### **[ENHANCED DEATH BENEFIT RIDER MARKETING NAME]**

[RIDER DATE:]	[01/01/2011]
[RIDER FEE PERCENTAGE:]	[0.20%]
[TOTAL ASSET FEE PERCENTAGE (ASSET FEE + RIDER FEE)]	[1.95% years 1-5] [1.45% years 6-7] [1.30% years 8+]

### **[GUARANTEED MINIMUM WITHDRAWAL BENEFIT RIDER MARKETING NAME]**

[RIDER DATE]	[01/01/2011]
[RIDER FEE PERCENTAGE]	[0.90%]

## BENEFICIARY INFORMATION

[Jane Doe]

## **DISCLOSURES**

[THIS PLAN IS INTENDED TO QUALIFY UNDER THE INTERNAL REVENUE CODE FOR TAX-FAVORED STATUS. LANGUAGE CONTAINED IN THIS CONTRACT REFERRING TO FEDERAL TAX STATUS OR RULES IS INFORMATIONAL AND INSTRUCTIONAL AND THIS LANGUAGE IS NOT SUBJECT TO APPROVAL OR DISAPPROVAL BY THE STATE IN WHICH THE CONTRACT IS ISSUED FOR DELIVERY. PLEASE SEEK THE ADVICE OF YOUR OWN TAX ADVISOR REGARDING YOUR INDIVIDUAL TAX TREATMENT.]



JOHN HANCOCK ANNUITIES

John Hancock Life Insurance Company (U.S.A.)

P.O. Box 9505, Portsmouth, NH 03802-9505

Overnight mail: 164 Corporate Drive, Portsmouth, NH 03801-6815

800-344-1029 www.jhannuities.com

Home office: Bloomfield Hills, MI

## Venture® W

## Variable Annuity Application (Revised on 08/10)

ANNUITY PAYMENTS AND TERMINATION VALUES PROVIDED BY THIS CONTRACT ARE VARIABLE AND ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNTS.

## 1 Product Election

☐ Venture W☒ Venture W with short withdrawal charge

## 2 Contract Type and Funding (complete A &amp; B)

## A. Contract Type

☐ Nonqualified☒ Traditional IRA☐ Roth IRA☐ SEP IRA☐ SIMPLE IRA☐ Individual 401(k) ☐ Inherited/Beneficiary IRA (Optional death benefits and living benefit riders not permitted.)☐ Other \_\_\_\_\_

## B. Funding

Minimum \$25,000

☒ Check Enclosed \$ 25,000

(Payable to John Hancock Life Insurance Company (U.S.A.))

☐ Wire from Bank\* \$ \_\_\_\_\_☐ Transfer/Exchange\* \$ \_\_\_\_\_

\*Please see Forms Booklet or jhannuities.com for instructions

## Select One:

☐ 1035 Exchange☐ Direct Transfer☐ Rollover☐ Mutual Fund / CD / Other☐ Roth IRA Conversion3 Owner (oldest)  
John X. Doe

Name (First, Middle, Last or Name of Trust/Entity)

08/13/1966

Date of Birth (mm/dd/yyyy)

000-00-0000

Social Security/Tax Identification Number

Mian St.

Mailing Address

☒ Male ☐ Female ☐ Trust/Entity

Email

Anytown, MA 02110

City, State, Zip

Residential Address (required if different from mailing or address is PO Box)

Client Brokerage Account Number

## Co-owner

Name (First, Middle, Last or Name of Trust/Entity)

☐ Male ☐ Female ☐ Trust/Entity

Date of Birth (mm/dd/yyyy)

Social Security/Tax Identification Number

Email

Mailing Address

City, State, Zip

Residential Address (Required if different from mailing or address is PO Box)

## 4 Annuitant (if different from owner)

Name (First, Middle, Last or Name of Trust/Entity)

☐ Male ☐ Female

Date of Birth (mm/dd/yyyy)

Social Security/Tax Identification Number

Email

Mailing Address

City, State, Zip

Residential Address (Required if different from mailing or address is PO Box)

## Co-annuitant (if different from co-owner)

Name (First, Middle, Last or Name of Trust/Entity)

☐ Male ☐ Female

Date of Birth (mm/dd/yyyy)

Social Security/Tax Identification Number

Email

Mailing Address

City, State, Zip

Residential Address (Required if different from mailing or address is PO Box)

## 5

### Beneficiaries

If a co-owner was selected in Section 3, the surviving owner will be the primary beneficiary. Contingent beneficiaries receive proceeds only if all primary beneficiaries pre-decease the owner. If you wish to restrict the death payment options for any of the beneficiaries listed below, please complete the Restricted Beneficiary Payout form located in our forms booklet or on [www.jhannuities.com](http://www.jhannuities.com).

The Primary beneficiaries and Contingent beneficiaries must EACH equal 100% of proceeds. Please use whole percentages only.

<b>Beneficiary #1</b>	<input checked="" type="checkbox"/> Primary	<u>Jane Doe</u>	<input type="checkbox"/> Male	<input checked="" type="checkbox"/> Female	<input type="checkbox"/> Trust/Entity
Beneficiary's Name (First, Middle, Last or Name of Trust/Entity)					
<u>100%</u>	<u>Spouse</u>	<u>07/10/1967</u>	<u>111-11-1111</u>	<u>MA</u>	
% of Proceeds	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Social Security/Tax Identification Number	State of Residence	

---

<b>Beneficiary #2</b>	<input type="checkbox"/> Primary	<u></u>	<input type="checkbox"/> Male	<input type="checkbox"/> Female	<input type="checkbox"/> Trust/Entity
<input type="checkbox"/> Contingent					
Beneficiary's Name (First, Middle, Last or Name of Trust/Entity)					
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	
% of Proceeds	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Social Security/Tax Identification Number	State of Residence	

---

<b>Beneficiary #3</b>	<input type="checkbox"/> Primary	<u></u>	<input type="checkbox"/> Male	<input type="checkbox"/> Female	<input type="checkbox"/> Trust/Entity
<input type="checkbox"/> Contingent					
Beneficiary's Name (First, Middle, Last or Name of Trust/Entity)					
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	
% of Proceeds	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Social Security/Tax Identification Number	State of Residence	

---

<b>Beneficiary #4</b>	<input type="checkbox"/> Primary	<u></u>	<input type="checkbox"/> Male	<input type="checkbox"/> Female	<input type="checkbox"/> Trust/Entity
<input type="checkbox"/> Contingent					
Beneficiary's Name (First, Middle, Last or Name of Trust/Entity)					
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	
% of Proceeds	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Social Security/Tax Identification Number	State of Residence	

---

<b>Beneficiary #5</b>	<input type="checkbox"/> Primary	<u></u>	<input type="checkbox"/> Male	<input type="checkbox"/> Female	<input type="checkbox"/> Trust/Entity
<input type="checkbox"/> Contingent					
Beneficiary's Name (First, Middle, Last or Name of Trust/Entity)					
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	
% of Proceeds	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Social Security/Tax Identification Number	State of Residence	

**Note:** To name additional beneficiaries, please use the space in Special Instructions (Section 6).

## 6

### Optional Death Benefits

Available at the time of application and cannot be cancelled once elected. Certain restrictions apply; please see the prospectus for details.

☒ **Annual Step-Up Death Benefit**

## 7

### Special Instructions (write in)

## 8 A. Optional Living Benefit Rider

**LIVING BENEFIT RIDERS**  
cannot be cancelled once elected. Certain restrictions apply; see prospectus for details.

Please choose **ONLY ONE** rider:

- ☐ **Income Plus For Life**  
☐ **Income Plus For Life–Joint Life\***

\*For nonqualified registrations (Section 2A), the spouse must be either the co-owner (Section 3) or sole primary beneficiary (Section 5). For qualified registrations (Section 2A), the spouse must be the sole primary beneficiary (Section 5).

## B. Initial Investment Options

### Variable Portfolios

- |  |  |
|--|--|
| <input type="checkbox"/> 100 % Core Allocation <sup>1</sup>              | <input type="checkbox"/> % Lifestyle Balanced <sup>2</sup>     |
| <input type="checkbox"/> % Core Balanced <sup>1</sup>                    | <input type="checkbox"/> % Lifestyle Conservative <sup>2</sup> |
| <input type="checkbox"/> % Core Disciplined Diversification <sup>1</sup> | <input type="checkbox"/> % Lifestyle Growth <sup>2</sup>       |
| <input type="checkbox"/> % Core Fundamental Holdings <sup>2</sup>        | <input type="checkbox"/> % Lifestyle Moderate <sup>2</sup>     |
| <input type="checkbox"/> % Core Global Diversification <sup>2</sup>      | <input type="checkbox"/> % Money Market <sup>2</sup>           |
| <input type="checkbox"/> % Core Strategy <sup>2</sup>                    | <input type="checkbox"/> % Total Bond Market A <sup>3</sup>    |
|  | <input type="checkbox"/> % Ultra Short Term Bond <sup>2</sup>  |

**Dollar Cost Averaging** (Section 8C must be completed if elected)

☐ % 6 Month Fund **OR** ☐ % 12 Month Fund

**Note:** Subsequent payments do not allocate to DCA Funds unless directed.

**100 % Total Initial Investment Options (must equal 100%)**

<sup>1</sup>John Hancock Investment Management Services, LLC

<sup>2</sup>MFC Global Investment Management (U.S.A.) Limited

<sup>3</sup>Declaration Management & Research, LLC

## C. Dollar Cost Averaging Instructions

Dollar Cost Averaging (DCA) is an optional program which involves the systematic transfer of specific dollar amounts each month from a Source Fund to one or more portfolios listed below. Automatic transfers run until the Source Fund has been depleted.

**Start Date** ☐ **Immediate** **OR** ☐ **30 days from issue** **OR** ☐ **\* Day of Month (1–28)**  
(default if none selected)

If the transfer day is a weekend, holiday or the 29th – 31st, then the transfer will occur on the next business day.

\*If funds are received after the requested start date, transfers will begin on the requested day of the following month.

**Source Fund** ☐ **6 Month DCA Fund** **OR** ☐ **12 Month DCA Fund** **OR** ☐ **Variable Portfolio**

(Selected in 8B)

**Monthly transfer amount** \$ \_\_\_\_\_

**Destination Fund(s) and % to allocate**

<input type="checkbox"/> % _____	<input type="checkbox"/> % _____
<input type="checkbox"/> % _____	<input type="checkbox"/> % _____
<input type="checkbox"/> % _____	<input type="checkbox"/> % _____
<input type="checkbox"/> % _____	<input type="checkbox"/> % _____
<input type="checkbox"/> % _____	<input type="checkbox"/> % _____
<input type="checkbox"/> % _____	<input type="checkbox"/> % _____

**100 % Total DCA Options (must equal 100%)**

9

Use this section if you **ARE NOT** electing an Optional Living Benefit Rider

## A. Initial Investment Options (available when **NOT** electing an optional living benefit rider)

### Variable Portfolios

<input type="text"/> % Core Allocation <sup>1</sup>	<input type="text"/> % Lifestyle Balanced <sup>2</sup>
<input type="text"/> % Core Balanced <sup>1</sup>	<input type="text"/> % Lifestyle Conservative <sup>2</sup>
<input type="text"/> % Core Disciplined Diversification <sup>1</sup>	<input type="text"/> % Lifestyle Growth <sup>2</sup>
<input type="text"/> % Core Fundamental Holdings <sup>2</sup>	<input type="text"/> % Lifestyle Moderate <sup>2</sup>
<input type="text"/> % Core Global Diversification <sup>2</sup>	<input type="text"/> % Money Market <sup>2</sup>
<input type="text"/> % Core Strategy <sup>2</sup>	<input type="text"/> % Total Bond Market A <sup>3</sup>
	<input type="text"/> % Ultra Short Term Bond <sup>2</sup>

### Dollar Cost Averaging (Section 9B must be completed if elected)

% 6 Month Fund **OR**  % 12 Month Fund

**Note:** Subsequent payments do not allocate to DCA Funds unless directed.

**100 % Total Initial Investment Options (must equal 100%)**

<sup>1</sup>John Hancock Investment Management Services, LLC

<sup>2</sup>MFC Global Investment Management (U.S.A.) Limited

<sup>3</sup>Declaration Management & Research, LLC

## B. Dollar Cost Averaging Instructions

Dollar Cost Averaging (DCA) is an optional program which involves the systematic transfer of specific dollar amounts each month from a Source Fund to one or more portfolios listed below. Automatic transfers run until the Source Fund has been depleted.

**Start Date** ☐ Immediate **OR** ☐ 30 days from issue **OR** ☐ \_\_\_\_\_ \* Day of Month (1–28)  
(default if none selected)

If the transfer day is a weekend, holiday or the 29th – 31st, then the transfer will occur on the next business day.

\*If funds are received after the requested start date, transfers will begin on the requested day of the following month.

**Source Fund** (Selected in 9A) ☐ 6 Month DCA Fund **OR** ☐ 12 Month DCA Fund **OR** ☐ Variable Portfolio \_\_\_\_\_

**Monthly transfer amount** \$ \_\_\_\_\_

### Destination Fund(s) and % to allocate

<input type="text"/> %	<input type="text"/> %
<input type="text"/> %	<input type="text"/> %
<input type="text"/> %	<input type="text"/> %
<input type="text"/> %	<input type="text"/> %
<input type="text"/> %	<input type="text"/> %
<input type="text"/> %	<input type="text"/> %

**100 % Total DCA Options (must equal 100%)**

## 10 REQUIRED For California Owner(s)/Annuitant(s) Age 60 or Older

Under California law, there is a 30-Day Right to Review your contract. During this time, your initial payment may only be invested into a money market fund, unless you specifically direct that the initial payment be invested in other variable investment options.

If you do not check one of these boxes, we must allocate your payment to the Money Market portfolio (Option B).

- A. ☐ I/We wish to immediately invest in the variable investment options elected in Section 8. If my/our contract is canceled within 30 days, the contract value will be returned to me/us.
- B. ☐ I/We authorize the company to allocate my payment to the Money Market portfolio for a period of 35 calendar days. On the 35th day (or next business day) transfer my contract value to the investment selection(s) elected in Section 8. If I cancel my/our contract within 30 days, any payments will be returned.

## 11 Additional State Disclosures

**For Applicants in all states except AK, AZ, CO, DE, DC, FL, ID, IN, KY, MD, ME, NE, NJ, NM, OH, OK, OR, PA, PR, TN, VA, VT, WA:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**For AK Applicants:** A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

**For AZ Applicants:** On written request, the Company is required to provide you, within a reasonable time, factual information regarding the benefits and provisions of your annuity contract. If, for any reason you are not satisfied with your annuity contract, you may return it within ten days, OR WITHIN THIRTY DAYS IF YOU ARE SIXTY-FIVE YEARS OF AGE OR OLDER ON THE DATE OF THE APPLICATION FOR YOUR ANNUITY CONTRACT, after the contract is delivered and receive a refund of all monies paid. For your protection, state law required the following statements to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

**For CO Applicants:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**For DE, ID, IN, OK Applicants:** Any person who knowingly and with intent to injure, defraud, or deceive an insurance company files a statement of claim containing false, incomplete, or misleading information is guilty of a felony.

**For DC Applicants:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**For FL Applicants:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**For KY, NE, PA Applicants:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information

or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**For MD Applicants:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**For ME Applicants: For Non-Qualified Contracts, the Main State Premium Tax is 2%. We deduct a charge in the amount of the tax from the total value of the Contract at the time of annuitization, death, surrender, or withdrawal. We reserve the right, however, to deduct the charge from each Purchase Payment at the time it is made.**

**For ME, TN, VA, WA Applicants: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.**

**For NJ Applicants:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**For NM Applicants:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**For OH Residents:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**For OR Residents:** Any person who knowingly presents a materially false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

**For SD Applicants:** All statements are representations and not warranties.

**For VT Residents:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to the penalties under state law.

**For PR Residents:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than \$5,000 and not more than \$10,000, or a fixed term of imprisonment of 3 years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of 5 years, if extenuating circumstances are present, it may be reduced to a minimum of 2 years.

## 12 Military Sales Is the annuitant or owner an active member of the U.S. Armed Forces? ☐ Yes\* ☒ No (default)

\*If you answered "Yes", please complete and attach a "Military Personnel Financial Services Disclosure" form (available on [www.jhannuities.com](http://www.jhannuities.com)). This product is not specifically designed for or marketed to active duty military personnel. Applications not complying with our military sales procedures will not be accepted.

## 13 Acknowledgments/Signatures

**Statement of Applicant:** I/We agree that the contract I/we have applied for shall not take effect until the later of: (1) the issuance of the contract, or (2) receipt by the company at its Annuity Service Office of the first payment required under the contract. The information herein is true and complete to the best of my/our knowledge and belief and is correctly recorded.

☐ Yes\* ☒ No Does the annuitant or owner have existing individual life insurance policies or annuity contracts?

☐ Yes\* ☒ No Will this contract replace or change any existing life insurance or annuity in this or any other company?

\*If you answered "YES" to either question, please complete below and attach a state replacement form (if applicable). Please see reference guide in the forms booklet.

Issuing Company \_\_\_\_\_

Contract Number \_\_\_\_\_

☐ Annuity

☐ Life Insurance

I/We understand that unless I/we elect otherwise, the Maturity Date will be the later of the first of the month following the Annuitant's 90th birthday, or 10 years from the Contract Date (IRAs and certain qualified retirement plans may require distributions to begin by age 70½). Alternate Maturity Date \_\_\_\_\_.

I/We confirm a review of my/our investment objectives, tax, liquidity, and financial statuses was offered to me/us.

I/We have read the applicable fraud statement contained in the State Disclosures Section.

To the best of my knowledge and belief, the statements in this application are true and complete.

I/We am/are either a citizen or resident alien of the United States of America.

I/We acknowledge receipt of the current prospectus and understand that annuity payments and other values provided by the contract applied for, when based on the investment experience of the variable investment options are variable and are not guaranteed as to a fixed dollar amount.

SIGN  
HERE

**Owner:**

Signature \_\_\_\_\_

City, State (signed in) \_\_\_\_\_

Date \_\_\_\_\_

SIGN  
HERE

**Co-owner:**

Signature \_\_\_\_\_

City, State (signed in) \_\_\_\_\_

Date \_\_\_\_\_

SIGN  
HERE

**Annuitant:**

(If different from owner)

Signature \_\_\_\_\_

City, State (signed in) \_\_\_\_\_

Date \_\_\_\_\_

SIGN  
HERE

**Co-annuitant:**

(If different from co-owner)

Signature \_\_\_\_\_

City, State (signed in) \_\_\_\_\_

Date \_\_\_\_\_

## 14 Financial Advisor Information

**A. Certification:** I have truly and accurately recorded the information provided by the applicant and I have determined that the annuity contract applied for is a suitable investment for the applicant.

☐ YES ☒ NO Does the annuitant or owner have existing individual life insurance policies or annuity contracts?

☐ YES ☒ NO Will this contract replace or change any existing life insurance or annuity in this or any other company?

**B. Option** ☒ A ☐ B1 ☐ B2 ☐ C (If left blank, option will default to your firm's Selling Agreement.)

**C. Financial Advisor (Primary)**

100% % Fred Q. Agent

Percentage Printed Name

617-222-3333

Telephone Number

1234

State License ID

ABC Financial

9876

fqagent@ABCFin.com

Broker/Dealer Firm

Broker/Dealer Rep Number

Email Address

SIGN  
HERE

Signature \_\_\_\_\_

**D. Financial Advisor (Secondary)**

%  
Percentage Printed Name

Telephone Number

State License ID

Broker/Dealer Firm

Broker/Dealer Rep Number

Email Address

SIGN  
HERE

Signature \_\_\_\_\_



## ENHANCED DEATH BENEFIT RIDER

This Rider is effective on the Rider Date. Election of this Rider is irrevocable and it may only be terminated as provided in the Termination provisions below. It is a part of, and subject to, the other terms and conditions of the Contract.

### SPECIFICATIONS

**MAXIMUM STEP AGE** [75]

### DEFINITIONS

**ANNUAL STEP DEATH BENEFIT** The Annual Step Death Benefit is the greatest Anniversary Value for any Contract Anniversary on or after the Rider Date and prior to the Owner's death, up to and including the Contract Anniversary on or next following the date the oldest Owner attains the Maximum Step Age. The Anniversary Value is equal to the Contract Value on a Contract Anniversary, increased by all Payments made, less any amount deducted in connection with partial withdrawals, since that Contract Anniversary.

For purposes of calculating the Annual Step Death Benefit, the amount deducted in connection with partial withdrawals will be equal to (i) times (ii), where (i) is equal to the Annual Step Death Benefit prior to the withdrawal, and (ii) is equal to the partial withdrawal amount divided by the Contract Value prior to the partial withdrawal.

**RIDER DATE** The date of issue of this Rider, as specified on the Specifications Page.

### DEATH BENEFIT

On the death of any Owner prior to the Maturity Date, a Death Benefit will be determined as of the date on which written notice and proof of death and all required claim forms are received at the Company's Annuity Service Office. The Death Benefit will be determined as the greater of:

- a) The Death Benefit described under "Death Benefit Before Maturity Date" in the Contract; or
- b) The Annual Step Death Benefit.

If there is any Debt, the Death Benefit equals the amount described above less the Debt under the Contract.

If the Beneficiary elects to continue the Contract as his or her own under Internal Revenue Code sections 72(s) or 401(a)(9), this Rider will continue with the Beneficiary as the new Owner. If the Beneficiary has already attained the Maximum Step Age then the rider will not continue. Upon the death of the Beneficiary prior to the Maturity Date, a Death Benefit will be paid and the entire interest in the Contract must be distributed to the new Beneficiary in accordance with the provisions of the Contract. For purposes of calculating the Death Benefit payable upon the death of the Beneficiary, the Death Benefit paid upon the first Owner's death will be treated as a Payment to the Contract. This Payment will not be included in cumulative Payments and is not eligible for any Payment Enhancement. In addition, all Payments made and all amounts deducted in connection with partial withdrawals prior to the date of the first Owner's death will not be considered in determination of the Death Benefit. In determination of the Annual Step Death Benefit, the Anniversary Values for all prior Contract Anniversaries will be set to zero as of the date of the first Owner's death.

If the Beneficiary is not eligible to continue the Contract as his or her own under Internal Revenue Code sections 72(s) or 401(a)(9), or does not elect to continue the Contract, the Death Benefit will be distributed to the Beneficiary in accordance with the provisions of the Contract.

### DEATH OF ANNUITANT

If any Owner is not an individual, the death of any Annuitant is treated as the death of an Owner. The Death Benefit will be determined as described above by substituting the Annuitant for the Owner.

## **DEATH BENEFIT RIDER FEE**

To compensate us for assuming mortality risks associated with the Death Benefit Rider, We deduct from each variable Investment Option a Death Benefit Rider Fee each Valuation Period at an annual rate set forth on the Specifications Page. The Death Benefit Rider Fee increases the Asset Fee described in the Contract.

## **INVESTMENT OPTIONS**

The Investment Options available under Contracts issued with this Rider as of the Rider Date are shown on the Available Investment Options Page of the Contract's Specifications.

You may allocate to one or a combination of the Available Investment Options. The percentages you initially allocated to the Investment Options are shown on the Contract's Specifications Page. You may transfer among the Investment Options.

We reserve the right, upon notice, to restrict Investment Options at any time. If an Investment Option is restricted, no transfers into the restricted Investment Options will be allowed and no Payments may be allocated to the restricted Investment Options after the date of the restriction. Any amounts previously allocated to an Investment Option that is subsequently restricted will be unaffected by such restrictions.

We also reserve the right, upon notice, to limit the actual percentages allocated to certain Investment Options, to require that certain Investment Options be chosen in conjunction with other Investment Options, to limit transfers between existing Investment Options and/or to require periodic rebalancing of existing variable Investment Accounts to the required percentages.

## **TERMINATION**

This Rider will terminate upon the earliest of

- (a) the date the Contract terminates,
- (b) the Maturity Date,
- (c) the date on which the Death Benefit described in this Rider is paid, or
- (d) the date the Owner is changed or the Contract is assigned, unless
  - (i) the new Owner or assignee assumes full ownership of the Contract and is the same person, or a member of corporation, trust or other similar entity with the same person as prior to the ownership change or assignment, or
  - (ii) the assignment is for purposes of effectuating an exchange of the contract under Section 1035 of the Internal Revenue Code.

## **MISCELLANEOUS**

Except as modified by this Rider, the Definitions, General Provisions and Ownership sections of the Contract also apply to this Rider. If this Rider is added after the Contract Date, its effective date will be the Rider Date stated in the Specifications Page. If this Rider is added at the time the Contract is issued, it will be effective on the Contract Date.

**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**

[  ]

Secretary

SERFF Tracking Number: MALF-126750996 State: Arkansas

Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 46866

Company Tracking Number: SP.VENWB.11, ET AL

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable

Product Name: VENTURE W Variable Annuity (January 2011)

Project Name/Number: SP.VENWB.11/SP.VENWB.11

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Bypassed - Item:</b> Flesch Certification		
<b>Bypass Reason:</b> These forms are exempt from readability requirements as forms subject to the Federal Jurisdiction of the Securities and Exchange Commission.		
<b>Comments:</b>		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Statements of Variability (Specs, App, Rider)		
<b>Comments:</b>		
<b>Attachments:</b>		
Stmnt of Variability (Specs).pdf		
Stmnt of Variability (APP).pdf		
Stmnt of Variability (BR01011).pdf		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Certifications		
<b>Comments:</b>		
<b>Attachments:</b>		
AR - Certification.pdf		
AR - Certification Reg 6 (Variable Contracts).pdf		

**STATEMENT OF VARIABILITY**

August, 2010

John Hancock Life Insurance Company (U.S.A.)

Specifications Page Forms SP.VENWB.11 and SP.VENWL.11

Variable fields in the above-referenced forms are indicated by brackets [ ].

<b>SPECIFICATIONS PAGE FORMS</b>	
Variable items may be adjusted on a prospective basis based on the Company's experience as well as emerging market experience and competition. Based on the Company's periodic evaluation of the product, any such adjustments would be to values within the filed range of variability described below and would be made on a uniform and non-discriminatory manner for new issues of the contract after a specific date.	
<b>Variable fields</b>	<b>Description</b>
Type of Contract	Qualified (i.e. IRA, Roth IRA, SEP IRA, SIMPLE IRA, 401(k) 401(a), 403(b)) or Non-Qualified
Maturity Date	1 <sup>st</sup> of the month following the later of the Annuitant's age 90 or 10 years from the Contract Date, unless a different date is specified by the Owner.
Contract Date	Issue date of the contract
Contract Number	Number assigned by our system.
Initial Payment	Dollar amount of the initial payment
Governing Law	State abbreviation of issue state
Owner	Name of the Owner
Co-Owner	Name of Co-Owner, if applicable
Annuitant	Name of annuitant
Owner's Age	Age of the Owner
Co-Annuitant	Name of Co-Annuitant, if applicable.
Annuity Option	Life 10-year Certain unless a different option is specified by the Owner
Plan	Marketing name of the product. This may vary by distribution channel
Minimum Guaranteed Interest Rate for Fixed Accounts	1.0% - 3.0%
Asset Fee	The Asset Fee may be either a. or b. a. a flat percentage - 0.25% to 2.50% OR b. a tiered fee schedule with 2 – 7 years-based tiers. The fee percentage at any tier will be no less than 0.25% and no more than 2.50%. The John Doe Specifications Page forms illustrate a 3-tiered fee schedule.
Annual Fee	Fee: \$10.00 - \$50.00 Footnote: \$10,000 - \$250,000. The footnote may be deleted entirely

**STATEMENT OF VARIABILITY**

August, 2010

John Hancock Life Insurance Company (U.S.A.)

Specifications Page Forms SP.VENWB.11 and SP.VENWL.11

Minimum Death Benefit	<p>The Minimum Death Benefit may be either a or b.</p> <p>a. The sum of all Payments made, less any amount deducted in connection with partial withdrawals</p> <p>For purposes of calculating the Minimum Death Benefit, the amount deducted in connection with partial withdrawals will be equal to (i) times (ii), where (i) is equal to the Minimum Death Benefit prior to the withdrawal, and (ii) is equal to the partial withdrawal amount divided by the Contract Value prior to the partial withdrawal</p> <p>b. Contract Value</p>
Payment Limits	<p style="text-align: right;"><u>Form SP.VENWB.11</u></p> <p>Item (a): \$10 - \$250. Item (b): \$500,000 - \$2,500,000</p> <p style="text-align: right;"><u>Form SP.VENWL.11</u></p> <p>Item (a): \$10 - \$250 Item (b): Contract Anniversary First – Tenth Item (c): \$500,000 - \$2,500,000</p>
Transfer Charges and Limitations – Before Maturity Date	<p>Transaction Charge: \$0 - \$50 and 0.25% - 5.00%</p> <p>Minimum transfer: \$50 - \$500</p> <p>Minimum amount remaining after transfer: \$25 - \$500</p> <p>Maximum number of transfers per Contract Year: 1-4 per month, 6-12 within the Contract Year.</p>
Transfer Charges and Limitations - On or After Maturity Date	4 - 12
Limitations on Amount of Partial Withdrawals	<p>Minimum withdrawal amount: \$100 - \$500</p> <p>Minimum amount remaining after withdrawal: \$100 - \$500</p> <p>Minimum Contract Value after withdrawal: \$100 - \$1,000</p>
Tables of Withdrawal Charges	<p>Number of Years: 1 - 10</p> <p>Percentage: 0% - 10% for any year:</p>
Free Withdrawal Amount	Item (b)(i): 1% - 20%

**STATEMENT OF VARIABILITY**

August, 2010

John Hancock Life Insurance Company (U.S.A.)

Specifications Page Forms SP.VENWB.11 and SP.VENWL.11

Initial Allocation of Net Payment:	<p>Vary based on the Owner's selection at time of application</p> <p>Fixed Investment Options: This provision will appear when a 6 month or 12 month DCA option offered by us is chosen by the owner. Initial Interest Rate: 1.00% - 12.00%. The initial guarantee expiration date is determined based on the term of the chosen DCA option.</p> <p>Variable Investment Options: Variable investment option(s) and percentage allocated to each option as chosen by the owner</p>
Available Investment Options	<p>We may add or delete or rename investment options at any time, as permitted by applicable law.</p>
Riders	<p>Rider data will appear or not depending on the Owner's election of an available rider.</p> <p>Marketing name of the rider will appear</p> <p>Rider Date: Issue date of rider</p> <p>Rider Fee Percentage: in accordance with the rider fee data applicable to the rider elected.</p> <p>Total Asset Fee Percentage: Total of the Rider Fee Percentage and the Asset Fee will appear as applicable to the rider selected. May vary depending on the underlying Contract Fee and the Rider Fee.</p>
Beneficiary Information	<p>Name of the Beneficiary(ies) as indicated by the Owner on the application.</p>
Disclosures	<p>The Qualified Plan statement will appear if the Type of Contract is qualified.</p>

**STATEMENT OF VARIABILITY**

August 2010

John Hancock Life Insurance Company (U.S.A.)

Application Form: APPVENW.11

Variable items are indicated by brackets [ ].

Variable Field	Description
Company Logo	May be revised by the Company, as necessary should a change occur in the future
Address	May be revised by the Company, as necessary should a change occur in the future
Overnight Mailing Address	May be revised by the Company, as necessary should a change occur in the future
Phone Number	May be revised by the Company, as necessary should a change occur in the future
Web Addresses	May be revised by the Company, as necessary should a change occur in the future
Product Name	Marketing name of the product. This may vary by distribution channel
Revised Date	Updated as needed due to fund changes
Product Election	Item 1 - Final product names will be determined prior to launch. We may add or retire a product from the series or implement a new product strategy that requires a new naming convention.
Contract Type	Item 2A - We may add/delete types based on the Company's determination as to its target markets. Current types: Nonqualified, Traditional IRA, Roth IRA, SEP IRA, SIMLE IRA, Inherited/Beneficiary IRA, Individual 401(k), Other
Funding	Item 2B - \$2,000 - \$50,000
Email address	Items 3 and 4 - We may delete this field due to systems constraints.
Optional Death Benefits	Item 6 – We may add optional riders approved subsequently or delete an approved optional benefit rider that will no longer be offered. Current benefit options: Annual Step-up Death Benefit
Optional Living Benefit Rider	Item 8A - We may add optional riders approved subsequently or delete an approved optional benefit rider that will no longer be offered. Current benefit options: Income Plus for Life, Income Plus for Life – Joint Life.
Initial Investment Options	<p>The owner will choose the initial allocations from the investments we make available. We may add or delete investment options at any time, as permitted by applicable law. Dollar Cost Averaging references to 6 month or 12 month DCA will appear only when such option(s) are available.</p> <p>The investment options available may vary when an optional benefit rider is elected vs when such rider is not elected. In that case, item 8 will include sections 8B and 8C showing the Investment Options and Dollar Cost Averaging available when an optional benefit rider is elected. Item 9 will be labeled to indicate that section is used when an optional benefit rider is not elected.</p>

Notice: For California Owner(s)/Annuitant(s) 60 or older only	Item 10 - A change in California law that would require an update to the language or removal of this notice.
Additional State Disclosures	Item 11 - Exception states: add or delete states that require a state specific fraud warning. State-specific disclosures: add, delete or change as states continue to revise/add to their requirements.
Military Sales	Item 12 - May be revised to comply with changes in state law or Federal requirements.
Financial Advisor Information	Item 14B. Option data will be included when multiple commission options are available, with such options corresponding to the firms' commission agreements. Otherwise, this item will be deleted. In the event Item B is deleted, Items C. Financial Advisor (Primary) and D. Financial Advisor (Secondary) will be re-ordered as B and C, respectively.



**STATEMENT OF VARIABILITY**  
August, 2010  
John Hancock Life Insurance Company (U.S.A.)  
Form BR010.11

Variable fields in the above-referenced forms are indicated by brackets [ ].

Variable items may be adjusted on a prospective basis based on the Company's experience as well as emerging market experience and competition. Based on the Company's periodic evaluation of the product, any such adjustments would be to values within the filed range of variability described below and would be made on a uniform and non-discriminatory manner for new issues of the contract after a specific date.

<b>Variable fields</b>	<b>Description</b>
Maximum Step Age	Ages 71 through 86 years
Rider Fee Percentage	.10% - .50%. Shown on the Specifications Page
Total Asset Fee Percentage (Asset Fee & Rider Fee)	May vary depending on the underlying Contract Fee and the Rider Fee. Shown on the Specifications Page.

## ARKANSAS CERTIFICATION

**John Hancock Life Insurance Company (U.S.A.)**

**Form Number(s): SP.VENWB.11, SPVENWL.11, APPVENW.11 & BR010.11**

Having carefully reviewed the above numbered form, we hereby certify, to the best of our knowledge, information and ability, that:

1. Said form conforms in all aspects to the provisions of Arkansas Rule and Regulation 19;
2. Said form conforms in all aspects to the provisions of Arkansas Rule and Regulation 49;
3. Said forms are exempt from ACA 23-80-206 (Flesch) due to the fact that such forms are securities, subject to federal regulations and must comply with requirements of the Securities and Exchange Commission.
4. Said form conforms in all aspects to the provisions of ACA 23-79-138 (Consumer Information Notice). *NA for this Spec Page filing. The required Consumer Information Notice is attached to the previously-approved base contracts with which these Spec Pages will be issued.*
5. Said form contains no provision or provisions previously disapproved or called to our attention by the Insurance Department of Arkansas, except as follows: NONE



Kathryn Dowdell  
Director – Product Compliance

Signed at: Boston, Massachusetts

Date: 09/22/2010

**ARKANSAS CERTIFICATION**

**Rule and Regulation 6  
(Variable Annuity Contracts)**

**John Hancock Life Insurance Company (U.S.A.)**

**Form Number(s): SP.VENWB.11, SP.VENWL.11, APPVENW.11 & BR010.11**

On behalf of the John Hancock Life Insurance Company (U.S.A.) (the "Company"),  
I hereby certify that Rule and Regulation 6 has been reviewed and the Company  
is in compliance with the provision thereof.



Kathryn Dowdell  
Director – Product Compliance

Signed at: Boston, Massachusetts

Date: 09/22/10